



April 5, 2024

Ms. Sheila Stepp
Staff & Chair Association President
115 South Street
Middletown, NY 10940

Re: Orange County Community College Voluntary Early Retirement Program (VERP)

Dear Sheila:

This side bar letter represents the understanding between the College and the Staff & Chair Association regarding the Voluntary Early Retirement Program (VERP) currently before the Orange County Legislature for approval on April 5, 2024.

The terms of the VERP are as follows:

The Orange County Community College Board of Trustees has authorized up to \$1,000,000 in unrestricted fund balance to fund a one-time Voluntary Early Retirement Program available to both bargaining units, the Faculty Association and the Staff & Chair Association. Eligible Staff & Chair Association members who are approved to participate in the Voluntary Early Retirement Program must meet the following criteria to receive incentive:

- Must be a minimum of 55 years of age as of 04/30/2024
- Must be a full-time Staff & Chair association member, with at least 15 years of full-time College service
- Must be eligible to retire from the state retirement system or the SUNY Optional Retirement Plan (ORP)

Interested employees must notify the College's Human Resources Department, by application, by April 19, 2024, no later than 5:00 p.m.

Eligible employees will be approved on a seniority basis up to the approved Board of Trustees funding level. Seniority will be defined as provided in the collective bargaining agreement:

Seniority shall be determined based upon length of continuous service, with no lapse in service in excess of one (1) year, except for authorized leaves, beginning with permanent, full-time employment. Interruption in service shall not apply for the purpose of seniority, except for authorized leaves. In the event several individuals share the same date of original employment, seniority shall be based upon the date of the letter of original appointment (Article V, Section P1(c)).

If approved, eligible employees will be notified in writing, via email, by May 3, 2024 and must retire by June 25, 2024.

The incentive payout of 50% of the eligible employee's 2023/2024 base salary (not to include stipends or other payments) will be paid out based on a minimum of 15 years of full-time service calculated as of 04/30/2024. Once approved, incentive may be paid out in one of two ways at the eligible employee's option – as a one-time payment or paid out in two equal installments, one in July 2024 and one in January 2025. Both payment options are subject to all usual and customary taxes and withholdings.

Approved employees must retire from the retirement system and show proof of such.

The opportunity to have the payment(s) made into a tax-exempt account at the employee's option is available, subject to compliance with any IRS/State tax codes, applicable laws, and regulations, so as not to put the employee or the College at risk.

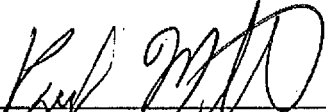
The payback period for the \$1 million funding level will be less than two years as a result of savings through a combination of interim vacancy savings, reduced cost of new employees, and/or permanent elimination of positions.

The Staff & Chair Association agrees to withdraw and/or not re-file any improper practice charge filed or attempted to be filed to date by the Staff & Chair Association and to otherwise not support or file one in relation to this retirement incentive.

If this letter comports with your understanding of our agreement, please acknowledge by signing below.

Orange County Community College

By:



Paul Martland, Vice President of Administration and Finance
Orange County Community College
115 South Street
Middletown, NY 10940

The Staff & Chair Association

By:



Shella Stepp, Staff & Chair Association President
115 South Street
Middletown, NY 10940



**SEPARATION AND GENERAL RELEASE OF EMPLOYMENT AND OTHER RIGHTS
SEPARATION AGREEMENT AND GENERAL RELEASE FOR EMPLOYEE UNDER THE
VOLUNTARY EARLY RETIREMENT PROGRAM**

**EMPLOYEE IS ADVISED AND ENCOURAGED TO REVIEW THIS SEPARATION AGREEMENT AND GENERAL
RELEASE WITH HIS/HER ATTORNEY**

THIS SEPARATION AGREEMENT CONCERNING SEPARATION AND RELEASE OF EMPLOYMENT AND OTHER RIGHTS ("Agreement") is between _____ ("Employee") and the Board of Trustees of Orange County Community College.

Recitations

1.01 Employee is employed by the College.

1.02 Employee is eligible to participate in Orange County Community College's Voluntary Early Retirement Program (VERP), the terms of which are fully set forth in the side bar letter with the Faculty and/or Staff & Chair Association, and Employee desires to participate.

1.03 The College and the Employee have evaluated their respective needs and the Employee has elected to voluntarily retire from service with the College under the agreement in return for the retirement incentive benefit set forth in the side bar letter and in exchange for the Employee's promises set forth in the side bar letter, in accordance with the terms and conditions of the VERP.

Intentions of the Parties

2.01 Employee intends and understands that this Agreement will accomplish a complete and permanent severance of all rights that stem from Employee's employment with the College except with respect to the payment and benefits expressly provided for by this Agreement.

2.02 College and Employee intend and expect that Employee shall surrender and renounce all privileges and rights they derive from employment by the College, except with respect to (1) the payment and benefits expressly provided for by this Agreement, as set forth in Sections 4.01, 4.02. and 4.03; and (2) any benefit the Employee meets the criteria for upon separation and in retirement pursuant to the CBA.

Agreements of Employee

3.01 As noted in the Employee's application to participate in this VERP, Employee hereby agrees to and does retire from his/her employment with the College and agrees to separate from the College on June 25, 2024.

3.02 Employee agrees that the payment and benefits specified in Section 4.01 shall be the only payment or benefits stemming from employment with the College to which Employee shall be entitled following retirement, except that the Employee shall receive any regular paycheck to which Employee might be entitled to for employment up to and including June 25, 2024. The fulfillment of this Agreement shall be in lieu of, and shall replace, any and all other payment(s) or benefit(s) that might otherwise be due from

the College stemming from employment, including a Collective Bargaining Agreement. Employee understands that participation in this VERP will not impact their eligibility for retiree health insurance benefits as set forth in the Collective Bargaining Agreement or terms and conditions of employment applicable to their position with the College.

3.03 Employee agrees that in consideration of the College's agreements contained in this Agreement, Employee does hereby and unconditionally release, acquit, and forever discharge the College, its successors, divisions, affiliates, current and former trustees, officers, employees, agents, representatives, attorneys, insurers, its employee benefit plans from any and all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of actions, suits, grievances, rights, demands, costs, losses, debts and expenses (including but, not limited to, attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, which Employee has against the College to the date of separation specified in this Agreement arising directly or indirectly out of Employee's employment with the College including, but not limited to, rights arising out of alleged violations of any contract, express or implied, or any covenant of good faith and fair dealing, express or implied, or any tort, or any federal, state, local, or other government constitution, statute, regulation, or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Equal Pay Act, the Family and Medical Leave Act (28 U.S.C. §2601 et seq), the Age Discrimination in Employment Act of 1967 (ADEA) (29 U.S.C. §621 et seq), the Americans with Disabilities Act (42 U.S.C. §12101 et seq), the Fair Labor Standards Act of 1938 (29 U.S.C. §201 et seq), the Employee Retirement Income Security Act of 1974 (U.S.C. §1001 et seq.), the Federal Rehabilitation Act of 1973 (U.S.C. §701 et seq), the Older Workers Benefit Protection Act (OWBPA), the New York State Human Rights Law, all as amended, and any and all claims of whatever nature relating to Employee's employment that Employee now or has or heretofore had or claimed to have had against the College. This release does not include any claims that cannot by law be released through this Agreement, but the parties intend that it be construed as broadly as lawfully possible. In addition, the parties acknowledge that this Agreement is not intended to (a) prevent Employee from filing a charge or complaint including a challenge to the validity of this Agreement with the Equal Employment Opportunity Commission (EEOC); (b) prevent Employee from participating in any investigation or proceeding conducted by the EEOC; or (c) establish a condition precedent or other barrier to exercising these rights.

While Employee has the right to participate in an investigation, he/she understands that he/she is waiving his/her right to any monetary recovery arising from any investigation or pursuit of claim on his/her behalf. Furthermore, Employee acknowledges that he/she has the right to file a charge alleging a violation of the ADEA with any administrative agency and/or to challenge the validity of waiver and release of any claim that he/she may have under the ADEA without either: (a) repaying the amounts paid by the College to him/her on his/her behalf under this Agreement; or (b) paying to any entity any other monetary amounts (such as attorney's fees and/or damages).

3.04 Employee, pursuant to and in compliance with the rights afforded to him/her under the Older Workers Benefit Protection Act (OWBPA): (i) is advised to consult with his/her attorney prior to executing this Agreement; (ii) was afforded a period of forty-five (45) calendar days within which to consider this Agreement; and (iii) is afforded, for a period of seven (7) calendar days following execution of this Agreement, the right to revoke the waiver of claims under the ADEA, provided that if he/she exercises that right, the College shall have seven (7) calendar days to revoke the remainder of this Agreement. To the extent the Employee executes this Agreement prior to the expiration of the forty-five

(45) calendar day period in (ii) above, Employee acknowledges and agrees that he/she was afforded the opportunity to have a period of at least forty-five (45) calendar days to consider it before executing it and that his/her execution of this Agreement prior to the expiration was a free and voluntary act.

3.05 Employee acknowledges and agrees that this General Release also includes, but is not limited to, any claims of employment discrimination, retaliation, infliction of emotional distress, defamation, invasion of privacy, tortious interference with contractual relations, wrongful termination, outrage, promissory estoppel, claims or demands arising under either express or implied contract, breach of contract, tort, public policy, or any federal, state or local statute, ordinance, regulation or constitutional provision, or other liabilities, suits, debts, claims for back pay, front pay, compensatory or punitive damages, actual damages, consequential damages, emotional distress, damages for humiliation and embarrassment, contractual damages, injunctive relief, severance pay, costs, reinstatement, attorneys' fees, commissions, bonuses, vacation pay, pension benefits or payment or reimbursement under any health insurance or other employment benefit plan, except as provided under an applicable College employee benefit plan.

3.06 Employee's knowing and voluntary execution of this Agreement is an express acknowledgement and agreement that he/she had the opportunity to review this Agreement with his/her attorney if so desired and that he/she agrees this Agreement is written in a manner that enables him/her to fully understand its content and meaning.

3.06 This Agreement shall be irrevocable, and effective and enforceable seven (7) calendar days after its execution. ANY REVOCATION MUST BE SENT VIA CERTIFIED U.S. MAIL, ADDRESSED TO:

Iris Martinez-Davis
AVP Human Resources/Title IX and ADA Coordinator/Affirmative Action Officer
Orange County Community College
115 South Street
Middletown, New York 10940

AND POSTMARKED NO LATER THAN ON THE 8TH DAY FOLLOWING THE DATE OF EMPLOYEE'S EXECUTION OF THIS AGREEMENT.

3.07 Employee agrees that the College may deduct and withhold from payment(s) to be made to Employee under this Agreement amounts required to be withheld by state and federal law for income taxes, social security, and other payroll taxes, as determined in good faith by the College.

3.08 Employee acknowledges that the College has provided him/her with adequate notice of the eligibility criteria for participation in the VERP, the categories of employees covered by the VERP, and the time limits applicable for electing to participate in the VERP.

This information is accessible on the College's Public drive in the Human Resources folder named "Voluntary Early Retirement Program" or upon request from the College's Human Resources Department.

Agreements of College

4.01 In consideration of Employee's retirement and surrender of all rights and in consideration of Employee's other promises set forth in this Agreement, the College will pay Employee a lump sum payment or two equal payments as set forth in the Association side bar letters signed April 5, 2024, and other benefits in accordance with the terms of the Agreement.

4.02 Accompanying the check for the lump sum payment (or two equal payments) any other taxable payments remitted under Section 4.01 will be an appropriate notation showing all amounts withheld for taxes and other deductions as required by law.

4.03 Any sick leave accruals will also be paid or remitted to the retirement system as per the Associations' contracts.

Agreements of Both Parties

5.01 If either party experiences any unforeseen difficulties or questions concerning this Agreement, such party shall seek to resolve such issues expeditiously and informally, if reasonably possible. If notice to the College is required, it shall be given to:

Iris Martinez-Davis
AVP Human Resources/Title IX and ADA Coordinator/Affirmative Action Officer
Orange County Community College
115 South Street
Middletown, New York 10940

If notice to Employee is required, it shall be given to the Employee at the address set forth below.

5.02 This Agreement is the entire and only agreement on this subject between Employee and the College and all prior letters, oral statements, and other communications are merged into and replaced by this Agreement.

5.03 This Agreement is between the College and the Employee only and not for the benefit of any other party, except the executor or other legal representative of the Employee may enforce this Agreement in the event of death or legal disability of the Employee.

5.04 This Agreement may be executed in several counterparts, including fax and .pdf counterparts, each of which and all together shall be but one Agreement.

5.05 The person who signs on behalf of the College represents and warrants that he/she has been duly empowered to execute and deliver this Agreement as the act of the College.

5.06 The provisions of this Agreement are severable and, if any part is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

5.07 This Agreement shall be governed by, and constructed pursuant to, the laws of the State of New York, and any litigation arising out of this Agreement shall be venued in New York State Supreme Court in Orange County, New York.

IN WITNESS WHEREOF, the parties have entered this Agreement and executed their signatures intending each to be bound thereby,

ORANGE COUNTY COMMUNITY COLLEGE

BOARD OF TRUSTEES

By:

Kristine Young, President
Orange County Community College
115 South Street
Middletown, New York 10940

Date: _____

EMPLOYEE

By:

Name: _____

Address: _____

Date: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



Procedure For Voluntary Early Retirement Program (VERP)

The Board of Trustees approved \$1 million from unrestricted fund balance for the purpose of funding a Voluntary Early Retirement Program that was proposed to both the Faculty and the Staff & Chair Associations in a side bar letter. The Associations respectively signed their side bar letters on April 5, 2024, and the County Legislature approved by resolution on March 18, 2024.

1. An email will be sent to both Faculty Association Members and Staff & Chair Association Members outlining the process as follows:

Process for application:

- Attached application must be completed, signed by employee and received in the Human Resources Department by April 19, 2024, no later than 5:00 p.m.
 - Application will be reviewed to ensure employee meets eligibility and seniority requirements as defined in the Association side bar agreements.
 - Eligible employees will be approved on a seniority basis up to the approved Board of Trustees \$1 million funding level.
 - If approved, the application and a Separation Agreement will be emailed to the employee by May 3, 2024 to their SUNY Orange email address. The Separation Agreement must be signed and returned to Human Resources within forty-five (45) calendar days from the final review date on the application.
 - Once the application and Separation Agreement are fully executed, Human Resources will prepare a retirement statement that will include any accrual payouts and the amount of the retirement incentive.
2. Employee must retire and leave employment by June 25, 2024.



VOLUNTARY EARLY RETIREMENT PROGRAM (VERP)

APPLICATION FOR PARTICIPATION

Applicant Name: _____ **Application Date:** _____
Last First M.I.

Home Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Title/Position: _____ **Department:** _____

OCCC Hire Date: _____

- Payout Option (check one):**
- One payment (July 2024)
 - Two equal payments (July 2024 and January 2025)

BY SUBMITTING THIS APPLICATION, I acknowledge and understand that:

- Participation in the VERP is voluntary and that, by signing below, I am electing to participate in this VERP of my own free will;
- Participation in the VERP is not a right and the College must approve my application to participate in the VERP;
- Approval of my application is subject to my meeting the eligibility criteria for the VERP and available funding for the VERP; each application will be reviewed by seniority to determine eligibility and approval for participation;
- This application does not guarantee participation in the VERP;
- If approved for participation in the VERP, I must end my employment with the College by June 25, 2024.
- I must complete a signed Separation Agreement as a condition of receiving benefits under the VERP. I understand that once my application is approved and the Separation Agreement signed, I must separate from the College by June 25, 2024.

Employee Signature

Date

ADMINISTRATIVE USE ONLY - DO NOT WRITE BELOW THIS LINE

Date Application Received: _____

Time Application Received: _____

INITIAL REVIEW – HUMAN RESOURCES

FINAL REVIEW

OCCC Hire Date: _____

Years of Service: _____

- Approve Deny

Funding Available: Yes No

- Approve Deny

Human Resources Signature

Date

Signature

Date